

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
QUOTATION REQUEST 1726 OQ
ANNUAL REQUIREMENTS FOR
SNOW & ICE REMOVAL FOR
LINCOLN WATER SYSTEM
ASHLAND WATER TREATMENT PLANT

DATE: June 1, 2006

CONTRACT PERIOD: Winter Season 2006-May 1, 2007

CONTRACTOR: K2 Construction
7701 Cornhusker Hwy
Lincoln, NE 68507

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

COMPANY REPRESENTATIVE: Travis Sondgeroth
TELEPHONE NO: 402-467-2355
FAX No.: 402-467-2055
EMAIL: travis@k2construction.biz

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Service Agreement and Quote 1726 OQ

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO# 076637
DATED 6-27-06



CITY OF LINCOLN
NEBRASKA

May 25, 2006

Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513

MAYOR COLEEN J. SENG

lincoln.ne.gov

LINCOLN
The Community of Opportunity

COPY

Mr. Thomas Rogge
K2 Construction
7701 Cornhusker Hwy
Lincoln, NE 68507

Dear Mr. Rogge

**RE: ANNUAL REQUIREMENTS FOR SNOW & ICE REMOVAL FOR LINCOLN WATER SYSTEM – ASHLAND
WATER TREATMENT PLANT, SPECIFICATION NO. 1726 OQ**

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County desires to **renew the contract** for one (1) additional term beginning **Winter Season 2006 – May 1, 2007.**

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. **Please return the original letter back to our office by June 1, 2006, (a faxed copy is unacceptable)** for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued you shall receive an Award Notification and your copy of the contract by mail.

We have included, for your review, the **"Insurance Requirements for All City Contracts"** which must be met before a Service Contract with the City can be entered into. Your Certificate of **Insurance** must be current, must be registered in your **company name as stated on the contract** and must read **"City of Lincoln/Lancaster County" as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord.

If your company should choose **not** to renew this contract in it's original form, please **state on your letterhead the reasons** and return to the City of Lincoln/Lancaster County. Attn: Tom Kopplin



Vince M. Mejer
Purchasing Agent

Official City Use Only

Company Name K2 Construction

Company Address 7701 Cornhusker Hwy, Lincoln, NE 68507

Phone No. (402) 467-2355

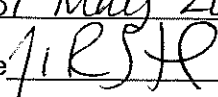
FAX No. (402) 467-2055

E-Mail Address travis@k2construction.biz

By (print) Travis Sondgeroth

Title Managing Partner

Date 31 May 2006

Signature 

Dated this _____ day of _____ 2006

Coleen J. Seng, Mayor

06020125

**SERVICE AGREEMENT FOR
SNOW REMOVAL SERVICES FOR
LINCOLN WATER SYSTEM
ASHLAND WATER TREATMENT PLANT**

THIS AGREEMENT, made this 9th day of February 2006, by and between K2 Construction, 7701 Cornhusker Hwy, Lincoln, NE 68507, hereinafter referred to as Contractor and Lincoln Water System, Ashland Water Treatment Plant, hereinafter referred to as Owner.

WHEREAS, the Owner has full responsibility for snow and ice removal from the facilities controlled by them; and

WHEREAS, from time to time the Owner's resources are insufficient to accomplish snow and ice removal in a timely manner, it is then necessary to acquire additional resources for purposes of snow and ice removal from Owner's property; and

WHEREAS, it is the purpose of this Contractor to provide for the Contractor to perform snow and ice removal services for the Owner;

NOW, THEREFORE, WITNESSETH, THAT:

1. The Contractor hereby agrees to perform snow and ice removal services as hereinafter set forth during the 2005-06 winter season, beginning on or about October 1, 2005 and ending on or about May 1, 2006, with the option for renewal for two (2) more seasons upon written acknowledgment by both the Contractor and the Owner. Contractor shall perform required snow and ice removal services at the Owner's; and for the hourly rates listed herein:
 - 1.1 Sidewalk snow removal
 - 1.2 Applying ice melt to sidewalks
2. Contractor shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury. Contractor shall name the City of Lincoln as additional insured as pertains to the performance of snow and ice removal services.
 - 2.1 The policy shall insure the Owner from any and all demands, claims causes of action, at law or in equity, resulting from the use of said equipment.
 - 2.2 The Contractor agrees to indemnify and save harmless the Owner from any and all demands, claims, causes of action, either at law or in equity arising out of performance of snow removal services.
 - 2.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under the Agreement.
 - 2.4 Contractor shall provide the City of Lincoln with certification of such insurance subject to approval by the City Attorney.
3. Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City of Lincoln/County of Lancaster for any purpose.
4. This Agreement may not be assigned by the Contractor without the written authorization of the Owner.

5. Contractor shall furnish all labor, equipment and materials to provide snow and ice removal services in accordance with the terms and conditions of this agreement, applicable laws and ordinances, and best industry practices.
6. Snow and ice removal services at each facility, including, but not limited to, scheduling of work, identification of priority work, hauling of snow to snow dumps, clearing of driveways and circular lanes, clearing of sidewalks, and spreading of gravel and ice melting compound, shall be coordinated with the Owner, providing that snow and ice removal from sidewalks shall comply with the Lincoln Municipal Code Section 14.80.110.
7. The following provisions apply to snow removal from the Owner:
- 7.1 Owner shall supply all the Ice Melt that is to be applied at this location.
- 7.2 All snow removal begins with 1" on the surface.
- 7.3 During a heavy snow or constant snowfall, the properties will be under constant supervision and removal will begin as soon as the weather permits.
8. The following pricing applies to snow removal for Owner:
- | | | |
|-----|----------------------------|--------------|
| 8.1 | 1 Person/Snow Blower @ | \$38.50/hour |
| 8.2 | 1 Person/Snow Brush @ | \$35.00/hour |
| 8.3 | 1 Person/Shoveling @ | \$35.00/hour |
| 8.4 | 1 Person/Applying Ice Melt | \$40.00/hour |
9. Owner shall notify Contractor in writing of cancellation of services.
10. This contract may be cancelled by either party upon thirty (30) days written notice.

EXECUTED THIS 13th DAY OF February, 2006

ATTEST

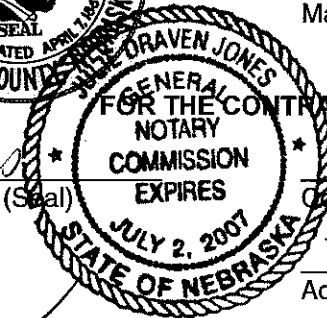
Jean E. Rode
City Clerk



FOR THE CITY OF LINCOLN

Colleen J. Seng
Mayor

Julie Draven Jones
Secretary



Todd W. Ling
Witness

K2 CONSTRUCTION
Company Name
7701 Cornhusker Hwy
Address
By T. R. Seng
Signature

Travis R. Seng
Printed Name and Title

**CITY OF LINCOLN
COUNTY OF LANCASTER**

Vince M. Mejer, CPPO, C.P.M.
Purchasing Agent

(402) 441-7410 FAX: (402) 441-6513
purchasing@ci.lincoln.ne.us

QUOTATION REQUEST

Quote Prices F.O.B. Destination
Lincoln, Nebraska

Date - 1/18/06
Order No. - 1726 OQ
Date Due - 01/26/06

QUOTATIONS MUST BE RECEIVED BY
THE PURCHASING DIVISION OF THE CITY
THE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR
INFORMATION CORRECTIONS ON THIS FORM:

VENDOR INFORMATION

K2 Construction
7701 Cornhusker Hwy
Lincoln, NE. 68507

Return Quotation Request To:

Purchasing Division
K-Street Complex
440 S 8th St Ste 200
Lincoln NE 68508
Schauer, Larry - Purchase Order

Buyer

Item Number / Description	Quantity	UM	Unit Price	Total Price
9687200 Snow and Ice Removal Services 1 person/snow blower (price per hour)	1	EA	\$ 38.50	\$ 38.50
9687200 Snow and Ice Removal Services 1 person/snow brush (price per hour)	1	EA	\$ 35.00	\$ 35.00
9687200 Snow and Ice Removal Services 1 person/shoveling (price per hour)	1	EA	\$ 35.00	\$ 35.00
9687200 Snow and Ice Removal Services 1 person/applying ice melt (City to supply all the icemelt that is to be applied at the Ashland Treatment Plant)	1	EA	\$ 40.00	\$ 40.00

Contract Extension Renewal is an option: Yes ☒ No ☐

The awarded Vendor will be required to enter into a contract

VENDOR MUST COMPLETE THE FOLLOWING

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME K2 Construction
ADDRESS 7701 Cornhusker Hwy
Lincoln, NE 68507
TELEPHONE (402) 467-2355
EMPLOYER FEDERAL ID NO. OR
SOCIAL SECURITY NUMBER _____

BY (PRINT NAME) Thomas Ragge
SIGNATURE [Signature]
TITLE Managing Partner
DATE 23 January 2006
DELIVERY SCHEDULE 26 January 2006
DAYS ARO

**CITY OF LINCOLN
COUNTY OF LANCASTER**

Vince M. Mejer, CPPO, C.P.M.
Purchasing Agent

(402) 441-7410 FAX: (402) 441-6513
purchasing@cl.lincoln.ne.us

QUOTATION REQUEST

Quote Prices F.O.B. Destination
Lincoln, Nebraska

Date - 1/18/06
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THE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR
INFORMATION CORRECTIONS ON THIS FORM:

VENDOR INFORMATION

Return Quotation Request To:
Purchasing Division K-Street Complex 440 S 8th St Ste 200 Lincoln NE 68508 Schauer, Larry - Purchase Order

Buyer

Item Number / Description	Quantity	UM	Unit Price	Total Price
which will require them to provide insurance in the amounts as listed in the attached Insurance Clause.				

TERM PRICE CLAUSE: BIDDER MUST STATE:

- (a) Bid prices firm for the full contract period: 2006; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm
Through _____.

COMPANY REPRESENTATIVE responsible for the administration
of this Agreement:

NAME: Thomas Rogge
TITLE: Managing Partner
PHONE NO. (402) 467-2355

Please fax your quotation back to us by 4:30 p.m. on the
above referenced date. Fax to attention of Debbie Winkler
at 402/441-6513.

VENDOR MUST COMPLETE THE FOLLOWING

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME K2 Construction
ADDRESS 7701 Cornhusker Hwy
Lincoln NE 68507
TELEPHONE (402) 467-2355
EMPLOYER FEDERAL ID NO. OF _____
SOCIAL SECURITY NUMBER _____

BY (PRINT NAME) Thomas Rogge
SIGNATURE [Signature]
TITLE Managing Partner
DATE 23 January 2006
DELIVERY SCHEDULE 26 January 20
DAYS ARO